

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 31-CA-253652	Date Filed 12/18/2019

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Genwa Inc., dba Genwa Beverly Hills		b. Tel. No. 310-854-0046
		c. Cell No.
		f. Fax. No.
d. Address (Street, city, state, and ZIP code) 170 N. La Cienega Blvd., Beverly Hills, California 90211	e. Employer Representative (b) (6), (b) (7)(C)	g. e-mail
		h. Number of workers employed 35
i. Type of Establishment (factory, mine, wholesaler, etc.) Restaurant	j. Identify principal product or service Korean BBQ Restaurant	

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) N/A of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

On about (b) (6), (b) (7)(C) 2019, Genwa management issued a discipline to the undersigned in retaliation for (b) (6), (b) (7)(C) past protected activities

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

(b) (6), (b) (7)(C)

4a. Address (Street and number, city, state, and ZIP code)

(b) (6), (b) (7)(C)

4b. Tel. No.

(b) (6), (b) (7)(C)

4c. Cell No.

4d. Fax No.

4e. e-mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

(b) (6), (b) (7)(C)

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Tel. No.

Office, if any, Cell No.

(b) (6), (b) (7)(C)

Signature of representative or person making charge

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Address

(b) (6), (b) (7)(C)

Date 12/18/2019

WHILE FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001) PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**1st Amended CHARGE AGAINST EMPLOYER**

DO NOT WRITE IN THIS SPACE	
Case 31-CA-251963	Date Filed 1/24/2020

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT	
a. Name of Employer Genwa Inc., dba Genwa Beverly Hills	b. Tel.No. (310) 854-0046 c. Cell No. () f. Fax No. () g. e-Mail h. Number of workers employed 75+
d. Address (street, city, state, ZIP code) 170 N. La Cienega Blvd., Beverly Hills, CA 90211	e. Employer Representative (b) (6), (b) (7)(C)
i. Type of Establishment (factory, mine, wholesaler, etc.) Restaurant	j. Identify principal product or service Korean BBQ Restaurant
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) <u>n/a</u> of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.	
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) On (b) (6), (b) (7)(C) 2019, I was interrogated by Genwa management for speaking with my coworkers about submitting a petition to Genwa about improving our working conditions the week prior. On (b) (6), (b) (7)(C) I received a disciplinary notice from Genwa for speaking with my coworkers. Within the past six months Genwa management has also made statements that implied surveillance and has also made statements and/or implied statements that interfere with employees' Section 7 rights.	
3. Full name of party filing charge: (b) (6), (b) (7)(C)	
4c. Address (street and number, city, state and ZIP code) (b) (6), (b) (7)(C)	4a. Tel.No. () 4b. Cell No. (b) (6), (b) (7)(C) 4d. Fax No. () 4e. e-Mail
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)	
6. DECLARATION I, (b) (6), (b) (7)(C) above charge and that the statements are true to the best of my knowledge and belief. E (b) (6), (b) (7)(C) an individual (signature of representative or person making charge) (Print/type name and title or office, if any) <div style="text-align: right;">01/22/2020 (date)</div>	
Address: Same as above Tel.No. () Office, if any, Cell No. () same as above Fax No. () e-Mail	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA): 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Genwa Inc., dba Genwa Beverly Hills

Cases 31-CA-251963

31-CA-253652

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and Spanish. A responsible official of the Charged Party will then sign and date those Notices and immediately post them at its facility located at 170 N. La Cienega Blvd., Beverly Hills, CA, 90211, in conspicuous places including all places where notices to employees are customarily posted. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

NON-ADMISSION CLAUSE — By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned cases, including all allegations covered by the attached Notice to Employees made part of this Agreement and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether the General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned cases for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the Settlement Agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices, and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes

No

Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

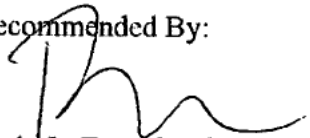

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will resume processing and investigation of the cases.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this Agreement. No further action shall be taken in the above captioned cases provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party Genwa Inc., dba Genwa Beverly Hills		Charging Party (b) (6), (b) (7)(C)	
By: Name and Title (b) (6), (b) (7)(C)	Date 2/5/20	By: Name and Title (b) (6), (b) (7)(C)	Date 02/09/2020
P (b) (6), (b) (7)(C)		Print Name and Title FIRMA J	
Recommended By:  Rudy L. Fong Sandoval Field Attorney, Region 31	Date 2-20-20	Approved By:  Mori Rubin Regional Director, Region 31	Date 02-25-20

(To be printed and posted on official Board notice form)

THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT interfere with, restrain, or coerce you in the exercise of the above rights.

WE WILL NOT make it appear to you that we are watching employees' activities to improve working conditions

WE WILL NOT ask you about employees' involvement in activities to improve your working conditions.

WE WILL NOT stop you from talking about employees' activities to improve working conditions during working time while permitting talk about other nonwork topics during working time.

YOU HAVE THE RIGHT to discuss wages, hours and working conditions with other employees, and **WE WILL NOT** do anything to interfere with your exercise of that right.

WE WILL NOT discipline you because you exercise your right to discuss wages, hours and working conditions with other employees.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL remove from our files all references to the (b) (6), (b) (7)(C) 2019 and (b) (6), (b) (7)(C) 2019 disciplinary notices issued to (b) (6), (b) (7)(C) and **WE WILL** notify (b) (6), (b) (7)(C) in writing that this has been done and that the disciplinary notices will not be used against (b) (6), (b) (7)(C) in any way.

Genwa Inc., dba Genwa Beverly Hills

(Employer)

Dated: 2/5/20

By: _____

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.

11500 W OLYMPIC BLVD
SUITE 600
Los Angeles, CA 90064-1753

Telephone: (310) 235-7351
Hours of Operation: 8:30 a.m. to 5 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 31
11500 W OLYMPIC BLVD - SUITE 600
Los Angeles, CA 90064-1753

Agency Website: www.nlrb.gov
Telephone: (310)235-7351
Fax: (310)235-7420

July 16, 2020

Thomas M. Lee, Esq.
Lee Law Offices, APLC
3435 Wilshire Blvd, Suite 2400
Los Angeles, CA 90010

Re: Genwa Inc., dba Genwa Beverly Hills
Cases 31-CA-251963
31-CA-253652

Dear Mr. Lee:

The above-captioned cases have been closed on compliance. Please note that the closing is conditioned upon continued observance of the informal Settlement Agreement.

Very truly yours,

/s/ Miguel Rodriguez

MIGUEL RODRIGUEZ
Deputy to Assistant General Counsel

cc: (b) (6), (b) (7)(C)
Genwa Inc., dba Genwa Beverly Hills
170 North La Cienega Blvd
Beverly Hills, CA 90211

(b) (6), (b) (7)(C)